

THE
POCKET COMPANION;
OR
EVERY MAN HIS OWN
LAWYER.

BY A GENTLEMAN OF THE BAR.

PHILADELPHIA:
PRINTED AND PUBLISHED BY MCARTY & DAVIS,
No. 171 MARKET STREET.



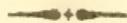
THE
POCKET COMPANION;

OR,

EVERY MAN HIS OWN LAWYER.

BY A GENTLEMAN OF THE BAR.

Laid down in so plain a manner, that the Farmer, Mechanic, Apprentice, or School Boy, can draw any Instrument of Writing, without the assistance of an Attorney.



PREFACED WITH

SEVERAL PAGES OF SCRIP;

Showing a correct form in which an instrument of writing should be drawn, and to instruct those who wish to improve their hand writing at leisure hours, at home, without the instruction of a Teacher.

Stereotyped by L. Johnson.

PHILADELPHIA:

PRINTED AND PUBLISHED BY MCCARTY AND DAVIS,
NO. 171, MARKET-STREET.

.....
1841.

Eastern District of Pennsylvania, to wit:

BE IT REMEMBERED, that on the twenty-eighth day of February, in the Fiftieth year of the Independence of the United States of America, A. D. 1826, McCarty & Davis, of the said District, have deposited in this office the title of a book the right whereof they claim as proprietors, in the words following, to wit :

"The Pocket Companion; or, Every Man his own Lawyer. By a Gentleman of the Bar. Laid down in so plain a manner, that the Farmer, Mechanic, Apprentice, or School Boy, can draw any Instrument of Writing, without the Assistance of an Attorney. Prefaced with several Pages of Scrip; showing a correct Form in which an Instrument of Writing should be drawn, and to instruct those who wish to improve their hand writing at leisure hours, at home, without the instruction of a Teacher."

In conformity to the Act of the Congress of the United States, intituled, "An Act for the Encouragement of Learning, by securing the Copies of Maps, Charts, and Books, to the Authors and Proprietors of such Copies, during the times therein mentioned,"—And also to the Act, entitled, An Act supplementary to an Act, entitled, "An Act for the Encouragement of Learning, by securing the Copies of Maps, Charts, and Books, to the Authors and Proprietors of such Copies during the times therein mentioned," and extending the benefits thereof to the arts of designing, engraving, and etching historical and other prints."

D. CALDWELL,
Clerk of the Eastern District of Pennsylvania.

DSI

1641
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THE FORM OF AN ACCOMMODATION NOTE TO BE DISCOUNTED
AT THE BANK OF THE UNITED STATES.

\$1000—

Philadelphia, January 4th, 1826.

Sixty days after date I Promise to pay to the order of Hug^h
Jones, One Thousand Dollars, without defalcation. Value
Received.

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Credit the Drawee.

Charles Davis.

Hugh Jones.

THE FORM OF A COMMON NEGOTIABLE NOTE.

\$1000—

Philadelphia, January 4th, 1826.

Sixty days after date I Promise to pay to the order of Henry 5
McCall, One Thousand Dollars, without defalcation. Value

Received.

David Moore.

PROMISSORY NOTE.

\$100—

Philadelphia, January 4th, 1826.

Three Months after date, I promise to pay to William Gould,
or order, the sum of One Hundred Dollars, for value Received.
Witness my hand the 29th of August, one thousand eight
hundred and twenty-six.

Matthew Random.

(No witness is required.)

NOTE WITH INTEREST.

\$100—

I promise to pay to Isaac Lamb, or order, the sum of
Fifty Dollars, on demand, with interest till paid, for value ⁹ received.
Witness my hand, this 7th day of May, one thousand eight hundred and twenty-six.

Charles Smith.

NOTE WITH SECURITY.

\$100—

We, or either of us, promise to pay David Bates, or order,
One Hundred Dollars, on the first day of August, One
Thousand Eight Hundred and Twenty-six, with lawful interest
for the same, for value received. Witness our hands this 1st
day of April, One Thousand and Eight Hundred and Twenty-six.

Charles Faithful,
Chadiah Parson.

JUDGMENT NOTE.

I promise to pay Matthias Long, or order, One Thousand
sand Dollars, on the first day of April, One Thousand
Eight Hundred and Twenty-six, with lawful interest for the
same. For value received. And further, I do hereby empower
any attorney of the Court of Common Pleas of Montgomery
county, or any other Court of Record of Pennsylvania, to confess



*Judgment for the above sum and costs, with release of errors,
J. C. Wimbs may hand and seal this 1st day of April, One
Thousand Eight Hundred and Twenty-six.*



Daniel Thomas.

Sealed and delivered in presence of

REMARKS.—The principal differences between a sealed note, and one without a seal, are, that the former must be first paid in the settlement of a decedent's estate, and is not barred by the state of limitation. Notes payable to order or bearer, when transferred, give to the assignee a right against all the antecedent parties whose names are on them.

A Note may be transferred either before or after it is due. When taken before due, the assignee is not affected by any circumstances existing between the antecedent parties to the Note. When received after due, the assignee takes the Note, subject to all the equitable rights existing between the parties.

RECEIPT.—GENERAL FORM.

Received the 20th of August, 1826, of George Lehman,
Twenty Dollars Fifteen Cents, in full (for a barrel of
beer) of all demands.

\$20 15.

17

FOR MONEY RECEIVED OF A THIRD PERSON.

Received, August 8th, 1826, of Owen Cole, by the hands
of Francis Porter, the sum of **Twenty Dollars, Fifty Cents,**
on account.

\$20 50.

FOR INTEREST DUE ON A BOND.

Received, August 29th, 1826, of Obadiah Kent, the sum
of **Sixty Dollars**, in full for one year's interest of **One**
Thousand Dollars, due to me the third day of April last, on
bond, by the said Obadiah Kent.

Edward Fisher.

\$60 00.

\$100.

Philadelphia, August 7th, 1826.

Sixty days after sight, pay to Lemuel Hastings, or
order, this my first bill of exchange for **One Thousand**
Dollars, (second, third and fourth, of the same tenor and date
not being paid,) for value received, without farther advice from

Your humble servant,

Henry Lewis.

To Zachariah Mexico, Esquire,
Boston.

PROXY TO VOTE FOR DIRECTORS OF THE BANK OF THE UNITED STATES.

Honor all men by these Presents, That I, Horace Hastings, of Montgomery county, have constituted, appointed, and do hereby constitute and appoint Charles Long, of Philadelphia, to be my true and lawful substitute, and proxy for me, and in my name to vote at any election for Directors of the Bank of the **United States**, or any other question that may be put, at a stated or special meeting of the stockholders of the said Bank, as full as



I might or could do if present. Witness my hand, this first day
of August, One Thousand Eight Hundred and Twenty-six.

C

NOTICE—FROM A LANDLORD TO A TENANT.

Sir,

Being in possession of a certain house and lot of ground,
with the appurtenances, belonging to me, situate in the city of
Philadelphia, which was demised to you by me, for the term of



One Year, which said term will expire and terminate on the
first day of April; I hereby notify you, that it is my desire to
have again and re-possess the said premises, and I do hereby de-
mand and require you to leave the same.

Witness my hand this first day of January, One Thousand
Eight Hundred and Twenty-six.

John Bringhurst.

Mr. Robert Collins.

ASSIGNMENT OF A BOND OR BILL.

C 2
I do hereby assign and set over all my right, title, claim,
interest, property, and demand, whatsoever, in, and to the within
bond, (or bill,) unto George Roberts, for value received. Wit-
ness my hand and seal, this first day of April, One Thousand
Eight Hundred and Twenty-six.

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Horace Ware.

☞ Assignments of bonds or bills, in order to enable the assignee to sue in his own name, must be made under the hand and seal of the assignor, and before two or more credible witnesses.

INDENTURE OF AN APPRENTICE.

30

This Indenture witnesseth, That *John Night, of the city of Philadelphia, son of Joseph Night, by and with the consent of his Father, as testified by his signing as a witness hereunto, hath put himself, and by these presents doth voluntarily, and of his own free will and accord, put himself apprentice to Peter Smith, of the same place, Shoemaker, to learn his art, trade and mystery, and after the manner of an apprentice, to serve him from the day of the date hereof, for and during the full end and term of three years and seven months, next ensuing.* During all which term, the apprentice, *his* said master faithfully shall serve, his secrets keep, his lawful commands every where gladly obey. *He* shall do no damage to *his* said master, nor see it done by others, without letting, or giving notice thereof to *his* said master. *He* shall not waste *his* said master's

goods, nor lend them unlawfully to any. With *his* own goods, nor the goods of others, without license from *his* said master, *he* shall neither buy nor sell. *He* shall not absent *himself*, day nor night, from *his* said master's service, without his leave; nor haunt ale-houses, taverns, or play-houses; but in all things behave *himself* as a faithful apprentice ought to do, during the said term. And the said master shall use the utmost of his endeavours to teach, or cause to be taught or instructed, the said apprentice, in the trade or mystery of a *Shoemaker*, and procure for *him* sufficient meat, drink, apparel, lodging and washing, fitting for an apprentice, during the said term of *three years and seven months, and give him within the said term, three months' Schoolding, one-half thereof is to be in the last year of the said term, and when he is free, to give him two suits of Clothing, one whereof is to be entirely new.* And for the performance of all and singular, the covenants and agreements aforesaid, the said

parties bind themselves each unto the other, firmly, by these presents. IN
WITNESS whereof, the said parties have set their hands and seals hereunto.—
Dated the *first* day of *August*, in the year of our Lord One Thousand Eight
Hundred and *twenty-six*.

Sealed and delivered in the presence of

JOSEPH NIGHT.
JOHN NIGHT.

ASSIGNMENT OF AN APPRENTICE.

KNOW ALL MEN BY THESE PRESENTS, That I, the within named *Peter Smith*,
for divers good causes and considerations, have assigned and set over, and by

these presents, as far as I lawfully may or can do, assign and set over the within-
in Indenture, and the apprentice therein named, unto *Jonathan Snyder*, his
heirs and assigns. He and they performing all and singular the covenants
therein contained on my part and behalf to be done, kept, and performed, and
indemnifying me from the same. Witness my hand and seal the second day
of *October*, One Thousand Eight Hundred and *Twenty-six*.

Witness Present.

PETER SMITH.



COMMON AND JUDGMENT BOND.

KNOW ALL MEN BY THESE PRESENTS, That I, *Edward James*, of the city
and county of *Philadelphia*, State of *Pennsylvania*, am held and firmly bound

unto *James Evans, of Philadelphia, in the County and State aforesaid*, in the sum of *One Thousand dollars, lawful money of Pennsylvania*, to be paid to the said *James Evans*, or to his certain attorney, executors, administrators or assigns. To which payment, well and truly to be made, I bind myself, my heirs, executors and administrators, and every of them, firmly, jointly, and severally by these presents....Sealed with my seal....Dated the first day of *August*, in the year of our Lord One Thousand Eight hundred and Twenty-six.

THE CONDITION of this obligation is such, That if the above bounden *Edward James*, his heirs, executors, administrators, or any of them, shall and do well and truly pay, or cause to be paid, unto the above named *James Evans*, or to his certain attorney, executors, administrators or assigns, the sum of *five hundred dollars*, like money as aforesaid, on or before the first day of *August* next, ensuing the date hereof, with *lawful interest*, without any fraud or fur-

ther delay; then the above obligation to be void, or else to be and remain in full force and virtue.

[*The above is the Common Bond, entire, and by attaching the following Judgment to it, will complete the Common Judgment Bond.]*

And further, I do hereby empower any attorney of the court of Common Pleas of *Philadelphia* county, or any other court of record of Pennsylvania, or elsewhere, to appear for me, and after one or more declarations, filed for the above penalty, thereupon to confess judgment or judgments, as of last, next, or any subsequent term, with stay of execution until the day of payment herein before contained, with release of errors, &c.

Sealed and delivered in presence of

ASSIGNMENT OF A BOND.

FOR a valuable consideration, to *me* in hand paid by *Thomas Spear, I do* hereby assign and set over the within obligation, and all the monies due thereon, unto the said *Thomas Spear*, his heirs and assigns. And in case the same cannot be recovered of *Edward James*, the obligor within named, then I promise and agree to pay the amount hereof, with all charges thereupon accruing, unto the said *Thomas Spear*, his heirs and assigns. Witness my hand and seal, the *first* day of *August*, One Thousand Eight Hundred and Twenty-six.

FOR BOND MISLAID OR LOST.

D THE condition of this obligation is such, That whereas *Edward James*, in and by a certain obligation, bearing date on or about the *first day of August*, became bound unto *James Evans*, in the sum of *One Thousand Dollars*, conditioned for the payment of *Five Hundred Dollars*, which said obligation is since lost or mislaid. And whereas the said *Edward James*, hath fully satisfied and paid the sum of *Five Hundred Dollars*, with its interest, due on the said obligation, the receipt whereof, the said *James Evans* doth hereby acknowledge, and thereof, and from every part thereof, and all actions, suits and demands, concerning the same, doth acquit, and for ever discharge the said *Edward James*, his heirs, executors and administrators, by these presents. If, therefore, the said *James Evans*, his heirs, executors and administrators shall and do

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deliver up the said obligation, when it shall be found, to the said *Edward James*, his heirs, executors or administrators, to be cancelled ; and until the same shall be so delivered up and cancelled, shall save, defend, keep harmless, and indemnify the said *Edward James*, his heirs, executors and administrators, and his and their goods and chattels, lands and tenements, of and from the said obligation, and of and from all actions, suits, payments, costs, charges and damages, for or by reason thereof.—Witness my hand and seal, the *third* day of *December*, One Thousand Eight Hundred and *Twenty-six*.

JAMES EVANS.

Sealed and delivered in presence of

LEASE OF A FARM.

This Indenture, Made the *first* day of *January*, in the year of our Lord, one thousand eight hundred and *twenty-six*, between *Samuel Smith*, of the township of *Whitemarsh*, in the county of *Montgomery*, and state of Pennsylvania, *Yeoman*, of the one part, and *William Johnson*, of *Whitepain township*, *county and state aforesaid*, *Yeoman*, of the other part, WITNESSETH, That the said *Samuel Smith*, for and in consideration of the yearly rent and covenants herein after mentioned and reserved on the part and behalf of the said *Samuel Smith*, his heirs, executors, and administrators, to be paid, kept, and performed, hath demised, set and to farm, let, by these presents doth demise, set and to farm, let unto the said *William Johnson*, his heirs and assigns, all that certain messuage or tenement, tract, piece, or parcel of land, situate in the town-

ship of *Whitemarsh* aforesaid, adjoining land of *Aaron Ely, Jonathan Spear, Samuel Jones*, and others, and now in the tenure of *Thomas Thomas*, containing *one hundred acres*, together with all and singular the buildings, improvements, and other the premises hereby demised with the appurtenances. To have and to hold the same unto the said *William Johnson*, his heirs and assigns, from the *first* day of *April* next ensuing the date hereof, for and during the term of *seven years*, thence next ensuing, and fully to be complete and ended; yielding and paying for the same unto the said *Samuel Smith*, his heirs and assigns, the yearly rent, or sum of *one thousand dollars*, on the *first* day of *April*, in each and every year during the term aforesaid. And at the expiration of the said term, or sooner, if determined thereof, he, the said *William Johnson*, his heirs and assigns, shall and will quietly and peaceably surrender and yield up the said demised premises, with the appurtenances, unto the said

Samuel Smith, his heirs and assigns, in as good order and repair as the same now are, reasonable wear, tear, and casualties which may happen by fire or otherwise, only excepted. In witness whereof the said parties have hereunto interchangeably set their hands and seals, the day and year above written.

SAMUEL SMITH,
WILLIAM JOHNSON.

Sealed and delivered in presence of

LEASE OF A HOUSE.

AGREED the *first* day of *March*, in the year of our Lord, one thousand eight hundred and *twenty-six*, between *Nathan Bryan*, of *Upper Dublin town-*

ship, in the county of Montgomery, and state of Pennsylvania, Merchant, of the one part, and Samuel Wells, of the same place, Carpenter, of the other part, as follows: The said Nathan Bryan, doth let unto the said Samuel Wells, his heirs and assigns, a certain lot of land, whereon is erected a stone dwelling and stable, situate in the township aforesaid, and now occupied by David Davis, adjoining land of Charles Ray, for the term of one year, from the first day of April next, for the yearly rent of one hundred dollars, to be paid in four equal quarterly payments, viz: on the first days of July, October, January and April, which said yearly rent, the said Samuel Wells doth hereby for himself, his executors and administrators, covenant and agree to pay unto the said Nathan Bryan, his heirs, executors and assigns. And at the expiration of the said term, or sooner, he, the said Samuel Wells, his heirs and assigns, shall and will quietly and peaceably surrender and yield up the said demised premises with the ap-

purtenances, unto the said *Nathan Bryan*, his heirs and assigns, in as good order and repair, as the same now are ; reasonable wear, tear, and casualties which may happen by fire or otherwise, only excepted.

In witness whereof, we have hereunto set our hands and seals, the day and year above written.

SAMUEL WELLS.
NATHAN BRYAN.

Witness Present,

ASSIGNMENT OF A LEASE.

KNOW ALL MEN BY THESE PRESENTS, That I, *Nathan Handy*, the lessee within named, for and in consideration of *Two Hundred Dollars*, to me in

hand paid by *Moses Lasting*, at and before the ensealing and delivery hereof,
the receipt whereof I do hereby acknowledge, have granted, assigned, and set
over, and by these presents do grant, assign, and set over, unto the said *Moses*
Lasting, his heirs and assigns, the within indenture of lease, together with all
and singular, the premises hereby demised, with the appurtenances, to have
and to hold the same unto the said *Moses Lasting*, his heirs and assigns, for the
residue of the term within mentioned, under the yearly rent and covenants
within reserved, and contained on my part and behalf to be done, kept, and
performed. Witness my hand and seal, the *first day of October*, One Thou-
sand Eight Hundred and *Twenty-six*.

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NATHAN HANDY.

Sealed and delivered in presence of

AGREEMENT FOR SALE OF AN ESTATE.

45

Articles of Agreement, Indented, made, concluded, and agreed upon, the third day of August, in the year of our Lord, One Thousand Eight Hundred and Twenty-six, between Benjamin Dove, of the township of Abington, in the county of Montgomery and State of Pennsylvania, Yeoman, of the one part, and George Michenor, of the township and county aforesaid, Merchant, of the other part, as follows, to wit:

The said Benjamin Dove, for the consideration herein after mentioned, doth for himself, his heirs, executors and administrators, covenant, promise, grant, and agree, to and with the said George Michenor, his heirs and assigns, by these presents, that he, the said Benjamin Dove, shall and will, on or before the first day of April, next ensuing the date hereof, at the proper costs and charges of

the said *Benjamin Dove*, his heirs and assigns, by such deed or deeds of conveyance, as he or they, or his or their council, learned in law, shall advise, well and sufficiently grant, convey and assure, unto the said *George Michenor*, his heirs and assigns, in fee simple, clear of all incumbrances, *all that plantation or farm, containing one hundred acres, situate in the township of Abington, Montgomery county, adjoining lands of Peter James, and now in the tenure of George Dill; together with all and singular the buildings, improvements, and other the premises hereby demised, with the appurtenances.* In consideration whereof, the said *George Michenor*, for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said *Benjamin Dove*, his heirs and assigns, by these presents, that he, the said *George Michenor*, his heirs, executors and administrators, or some of them, shall and will well and truly pay, or cause to be paid, unto the said *Benjamin Dove*, his

then next ensuing.

And for the true performance of all and every, the covenants and agreements aforesaid, each of the said parties bindeth himself, his heirs, executors and administrators, unto the other, his executors, administrators and assigns, in the penal sum of THREE THOUSAND dollars, firmly by these presents. In witness whereof, the said parties to these presents have hereunto set their hands and seals. Dated the day and year first above written.

BENJAMIN DOVE.

GEORGE MICHENOR.

Sealed and delivered in the presence of

AGREEMENT FOR BUILDING A HOUSE.

Articles of Agreement, Made and fully agreed upon the *second* day of *April*, in the year of our Lord, One Thousand Eight Hundred and *Twenty-six*, between *Joseph Leonard*, of *Upper Merrion* township, in the county of *Montgomery*, and state of *Pennsylvania*, *Yeoman*, of the one part, and *Joseph King*, of the township of *Lower Providence*, in the county and state aforesaid, *Carpenter*, of the other part, to wit: The said *Joseph King*, for the consideration hereafter mentioned, doth for himself, his executors and administrators, covenant, promise and agree, to and with the said *Joseph Leonard*, his executors, administrators and assigns, that he, the said *Joseph King*, shall and will, within the space of *six months*, next after the date hereof, in good and workman like manner, and according to the best of his art and skill, well and sub-

stantially erect, build, set up, and finish, one house or mesuage, in *Upper Merion, Montgomery county*, of the dimensions following [here insert the dimensions] and compose the same with such *stone, brick, timber*, and other materials, as the said *Joseph Leonard*, or his assigns shall find and provide for the same. In consideration whereof, the said *Joseph Leonard*, doth, for himself, his executors and administrators, covenant and promise, to and with the said *Joseph King*, his executors, administrators and assigns, well and truly to pay, or cause to be paid, unto the said *Joseph King*, his executors, administrators and assigns, the sum of *one thousand* dollars, in manner following, to wit: *five hundred* dollars at *the begining of said work, two hundred and fifty* dollars more, in three months, provided said house be at least one half done, and the remaining *two hundred and fifty* dollars, in full for the said work, *when the same shall be completely finished*. And also, that the said *Joseph Leonard*, his executors,

administrators or assigns, shall and will, at his and their own proper expense, find and provide all the stone, brick, tile, timber, and other materials necessary for making and building of the said house. And for the true performance of all and singular the covenants and agreements aforesaid, each of the said parties bindeth himself, his heirs, executors and administrators, unto the other, his executors, administrators, and assigns, in the penal sum of *two thousand dollars*, firmly by these presents. In witness whereof, we have hereunto set our hands and seals, the day and year first above written.

JOSEPH LEONARD,
JOSEPH KING.

Sealed and delivered in presence of

AGREEMENT WITH A CLERK OR WORKMAN.

It is agreed, this *first* day of *August*, in the year of our Lord, One Thousand Eight Hundred and *Twenty-six*, between *Jacob Bower* and *Samuel Lang*, both

of the *borough* of *Norristown* and county of *Montgomery*, in manner following, to wit: The said *Samuel Lang*, covenants and agrees faithfully, truly, and diligently to write [or work] for, and act as the clerk [or journeyman] of him, the said *Jacob Bower*, from the day of the date hereof, for and during the space of *one whole year*, if so long both parties live, without absenting himself from the same; during which time, he, the said *Samuel Lang*, will resort to the said *Jacob Bower's* office [or shop] in *Norristown*, and there attend, and do and perform the clerkship [or work] aforesaid, without revealing any of the secrets of the said *Jacob Bower*, his occupation or business. In consideration of which service, so to be performed, he, the said *Jacob Bower*, covenants and agrees, to allow and pay, to the said *Samuel Lang*, the sum of *four hundred dollars, by four equal quarterly payments, or oftener, if required.* Provided, nevertheless, that when, and as often as the said *Jacob Bower* hath not writing

[or work] sufficient to keep the said *Samuel Lang* in employ, then and so often, during such time, it shall be lawful for the said *Samuel Lang* to do any other business for his own use, and on his own account; but if it should happen that the said *Samuel Lang* fall sick, or shall be absent from the office [or shop] of the said *Jacob Bower*, when he has employment for him, then such absent time shall be deducted, allowed for, and made up to the said *Jacob Bower*. And for the true performance of all and singular, the covenants and agreements aforesaid, each of the said parties bindeth himself, his heirs, executors, and administrators unto the other, his executors, administrators and assignts, in the penal sum of *eight hundred dollars*, firmly by these presents. In witness whereof we have hereunto set our hands and seals, the day and year above written.

SAMUEL LANG.
JACOB BOWER.

Sealed and delivered in presence of

BILL OF SALE OF GOODS.

KNOW ALL MEN BY THESE PRESENTS, That I, *Allen Armstrong*, of the city of Philadelphia, state of Pennsylvania, Merchant, for and in consideration of the sum of nine hundred dollars, to me in hand paid by *Jacob Davis*, of the same place, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained, sold, and delivered, and by these presents do bargain, sell and deliver, unto the said *Jacob Davis*, [here insert the goods sold,] to have and to hold the said [goods] unto the said *Jacob Davis*, his executors, administrators and assigns, to his and their own proper use, benefit, and behoof for ever. And I, the said *Allen Armstrong*, my heirs, executors, and administrators, the said bargained premises, unto the said

Jacob Davis, his executors, administrators, and assigns, from and against all person and persons whomsoever, shall and will warrant, and for ever defend, by these presents. In witness whereof, I have hereunto set my hand and seal, this first day of August, One Thousand Eight Hundred and Twenty-six.

ALLEN ARMSTRONG.

Sealed and delivered in presence of



ANOTHER.—A BILL OF SALE OF GOODS.

KNOW ALL MEN BY THESE PRESENTS, That I, John Gray of Plymouth township, Montgomery county, state of Pennsylvania, Merchant, for and in consideration of the sum of four hundred dollars, to me in hand paid, by

Charles Francis of the same place, at or before the sealing and delivery of these presents, the receipt whereof I do hereby acknowledge, have granted, bargained and sold, and by these presents, do grant, bargain and sell, unto the said *Charles Francis*, his executors, administrators and assigns, all the goods, household stuff, implements and furniture, and all other goods and chattels whatsoever, mentioned and expressed in the schedule hereunto annexed. [Or thus, herein after particularly mentioned, that is to say, *one bedstead, &c.*] now remaining and being in the *house of John Gray*: To have and to hold all and singular, the said goods, household stuff and furniture, and other the premises above bargained and sold, or mentioned, or intended so to be, to the said *Charles Francis*, his executors, administrators and assigns for ever. And I, the said *John Gray*, for myself, my heirs, executors, and administrators, all and singular, the said goods, &c. unto the said *Charles Francis*, his executors, administr-

tors, and assigns, against me, the said *John Gray*, my executors and administrators, and against all and every other person and persons whomsoever, shall and will warrant, and forever defend by these presents. Of all and singular which said goods, &c. I the said *John Gray*, have put the said *Charles Francis* in full possession, by delivering to him, the said *Charles Francis*, one silver spoon, at the sealing and delivery of these presents, in the name of the whole premises hereby bargained and sold, or mentioned, or intended so to be, unto him, the said *Charles Francis*, as aforesaid. In witness whereof, I have hereunto set my hand and seal, the first day of August, One Thousand Eight Hundred and Twenty-six.

JOHN GRAY.

Sealed and delivered in presence of

LETTER OF ATTORNEY.—TO RECEIVE DEBTS.

KNOW ALL MEN BY THESE PRESENTS, That I, *Edward Bull*, of the city of *Philadelphia*, state of Pennsylvania, *Chairmaker*, (for divers good causes and considerations, me hereunto moving,) have made, ordained, authorised, constituted and appointed, and by these presents do make, ordain, authorise, constitute and appoint *Enoch Felly* of the same place, my true and lawful attorney, (irrevocable) for me and in my name, and to my use, (or, to the use of him the said *Enoch Felly*) to ask, demand, sue for, recover and receive of *Lewis Andrews*, of *Passyunk township*, state aforesaid, all and every such sum and sums of money, debts and demands whatsoever, which now are due and owing unto me, the said *David Fisher*, by and from the said *Lewis Andrews*, and in default of payment thereof, to have, use and take, all lawful ways, and means,

in my name or otherwise, for the recovery thereof, by attachment, arrest (distress,) (re-entry) or otherwise, (and to compound and agree for the same,) and, on receipt whereof, to make, seal and deliver acquittances, or other sufficient discharges for the same, for me, and in my name; and to do all lawful acts and things whatsoever concerning the premises, as fully, in every respect, as I myself might or could do, if I were personally present, and an attorney or attorney under him for the purposes aforesaid, to make, and at his pleasure to revoke; hereby ratifying, allowing and confirming, all and whatsoever my said attorney shall in my name lawfully do, or cause to be done, in and about the premises, by virtue of these presents. In witness whereof, I have hereunto set my hand and seal, the *first* day of *August*, One Thousand Eight Hundred and Twenty-six.

EDWARD PRALL.

Sealed and delivered in presence of

LETTER OF ATTORNEY.

KNOW ALL MEN BY THESE PRESENTS, That I, *David Sower, senior, of Worcester township, Montgomery county, in the state of Pennsylvania, Merchant,* have made, constituted and appointed, and by these presents do make, constitute and appoint, and in my place and stead, put and depute *my son, David Sower, jun. of the Borough of Norristown, of the county and state aforesaid, Printer,* my true and lawful attorney, for me and in my name, and, for my use, to ask, demand, sue for, recover and receive all such sum and sums of money, debts, goods, wares, dues, accounts, and other demands whatsoever, which are, or may be due, owing, payable, and belonging to me, or detained from me, by any manner of ways or means whatsoever, or in whose hands soever the same may be found; *and also to pay and discharge all sums of mo-*

ney, due and owing by me, to any person or persons whatsoever, giving and granting unto my said attorney, by these presents, my full and whole power, strength, and authority, in and about the premises, to have, use and take all lawful ways and means in my name, and for the purposes aforesaid, and upon the receipt of any such debts, dues or sums of money, acquittances, or other sufficient discharges for me, and in my name, to make, seal, and deliver. And generally, all and every act or acts, thing or things, device and devices in the law, whatsoever needful and necessary to be done in and about the premises, for me and in my name to do, execute and perform, as fully, largely and amply, to all intents and purposes, as I myself might or could do, if personally present, and attorneyes one or more under him, for the purpose aforesaid, to make and constitute, and again to revoke at pleasure.—Hereby ratifying, allowing, and holding for firm and effectual, all and whatsoever my said attorney shall

lawfully do, in and about the premises aforesaid, by virtue hereof. In witness whereof, I have hereunto set my hand and seal, the *first* day of *April*, in the year of our Lord One Thousand Eight Hundred and *Twenty-six*.

Sealed and delivered in presence of

Montgomery county, ss.

On the *fourteenth* day of *April*, in the year of our Lord, One Thousand Eight Hundred and *Twenty-six*, personally appeared before me the subscriber, one of the Justices of the Peace, in and for said county, the above named *David Sower, senior*, and acknowledged the foregoing Letter of Attorney, to be his act and deed. Witness my hand and seal, on the day and year above written.

NATHAN POTTS.

REMARKS.—A Letter of Attorney is an instrument of writing, authorising another to do some lawful act, in the name of the person who executes such letter, as to receive debts, to sue a third person, or give or receive seisin of lands. If a letter of attorney be going into a different jurisdiction, it should be acknowledged before a Judge, or Justice of the Peace. All Powers of Attorney shall be accounted, deemed, and taken to be in force, until the attorney or agent shall have due notice of a countermand, revocation, or death of the constituent.



CONDITIONS OF PUBLIC VENDUE.

THE conditions of the present public vendue, made and held this *twentieth day of August*, A. D. One Thousand Eight Hundred and *Twenty-six*, for the sale of *a Messuage, and tract of about twenty-five acres of Land*, with the appurtenances, situate in *Plymouth township, Montgomery county*, now in the tenure of *Jacob May*, are as follows: The highest and best bidder to be the buyer, and if any dispute arise, as to the last and best bidder, the property shall

be put up at a former bidding. That the purchaser shall, within *one hour* after the property is struck off to him, pay down the sum of *one hundred dollars*, lawful money of Pennsylvania, or give his note of hand, payable *ten days after date*, and to pay the further sum of *fifteen hundred dollars*, like money aforesaid, on the first day of April next, and give satisfactory security for the payment of the residue, in *two* equal annual payments thereafter, with lawful interest from the said first day of April next, payable annually. On the purchaser performing as aforesaid, the subscriber hereby obligates and binds himself, his heirs, executors, administrators or assigns, that he, or either of them, shall and will, at the proper cost and charges of such purchaser, his heir or assigns, sign, seal and deliver, or cause so to be done, a good and sufficient deed, in fee simple, for conveying and assuring the said premises, with the appurtenances, unto the said purchaser, his heirs or assigns; and shall and will, on the

first day of April next, (the purchaser having performed as aforesaid,) give a quiet and peaceable possession of said premises to the purchaser, his heirs or assigns. [Here make the necessary reserves, such as grain in the ground, &c.] And for the true performance of all and singular, the covenants aforesaid, I, *Samuel Day*, doth for myself, my heirs, executors, administrators and assigns, hereby obligate and bind myself to comply with the aforesaid conditions. In witness whereof, I have hereunto set my hand and seal, the day and year first above written.

Signed and sealed in the presence of

SALE OF GOODS AND CHATTELS.

THE conditions of this present public vendue, held this *twenty-fourth* day of *August*, A. D. One Thousand Eight Hundred and *Twenty-six*, for the sale of

the goods and chattels of the subscriber, are as follows:—The highest and best bidder to be the buyer; any person buying to the amount of *four dollars*, and under, to pay cash, and for all sums exceeding, the purchasers to have *three months* credit from this date, by giving their notes of hand, [*before the removal of the goods,*] with approved security, if required.

NATHAN AUSTIN.

MORTGAGE.

This Indenture, Made the *first day of August*, in the year of our Lord One Thousand Eight Hundred and *Twenty-six*, between *Richard Kerby, of Springfield township, Montgomery county, and state of Pennsylvania*, of the one part, and *Nicholas Charmer, of Gwyned township, county and state aforesaid*, of the other part, witnesseth, That whereas the said *Richard Kerby*, in and by a cer-

tain bond or obligation, duly executed, bearing even date herewith, doth stand bound unto the said *Nicholas Charmer*, in the penal sum of *one thousand dollars, lawful money of the state of Pennsylvania, conditioned for the payment of five hundred dollars, lawful money aforesaid, on the first day of April, next ensuing the date hereof, with lawful interest for the same, as in and by the said recited obligation and condition thereof, more fully appears.* Now, this indenture witnesseth, that the said *Richard Kerby*, as well for, and in consideration of the aforesaid debt, or sum of *five hundred dollars*, and for the better securing the payment thereof, with interest till paid, unto the said *Nicholas Charmer*, his executors, administrators, and assigns, in discharge of the said recited obligation, as of the further sum of one dollar to him in hand paid by the said *Nicholas Charmer*, at the time of the execution hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released and confirmed,

and by these presents doth grant, bargain, sell, release and confirm unto the said *Nicholas Charmer*, his executors, administrators and assigns, all that, &c.

[Here insert the premises.]

Together with all and singular the buildings, improvements, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever, unto the said hereby granted premises, belonging, or in any wise appertaining, and the reversions and remainders thereof: to have and to hold the said *messuage, &c.* hereditaments and premises hereby granted or mentioned, or intended so to be with the appurtenances, unto the said *Nicholas Charmer*, his heirs and assigns, to the only proper use and behoof of the said *Nicholas Charmer*, his heirs and assigns, for ever. Provided always, nevertheless, that if the said *Richard Kerby*, his heirs, executors, administrators or assigns, shall and do well and truly pay or cause to be paid, unto the said *Nicholas*

Charmer, his executors, administrators or assigns, the aforesaid debt, or sum of *five hundred dollars*, on the day and time herein before mentioned and appointed, together with lawful interest for the same, according to the condition of the said recited obligation, without fraud or further delay, and without deduction, defalcation or abatement to be made for, or in respect of taxes, charges or assessments, whatsoever, then, as well this present indenture, and the estate hereby granted, as the said recited obligation shall become void, and of no effect, any thing herein before contained to the contrary in any wise, notwithstanding. In witness whereof, the said parties have hereunto set their hands and seals, the day and year above written.

Sealed and delivered in presence of

ACKNOWLEDGMENT OF A MORTGAGE.

THE *first* day of *August*, A. D. One Thousand Eight Hundred and *Twenty-six*, before me, the subscriber, one of the Justices of the Peace, in and for the county of *Montgomery*, came the above named *Richard Kerby*, and acknowledged the above indenture to be his act and deed, and desired the same might be recorded as such. Witness my hand and seal.

JAMES SHARP, J. P.



REMARKS.—Every contract for securing money, by a conveyance of a real estate to the lender, is deemed in equity a mortgage; and the borrower will be entitled to redeem his property, although the conveyance is on the face of it absolute.

All persons who have an estate in lands or other real property, may mortgage the same to the extent of their interest, if they are not under a legal disability; as infancy, or coverture in a woman.



A mortgage on real property, in order to be protected against a subsequent mortgage or conveyance, must be registered in the Clerk's office of the county where the estate lies.

A mortgage for the purchase money, *made at the time of the conveyance*, takes preference to any previous judgment.



DEED.—*COMMON FORM.*

This Indenture, Made the *first day of April*, in the year of our Lord One Thousand Eight Hundred and *Twenty-six*, between *Humphrey Klinker*, of *Plymouth township, Montgomery county, and state of Pennsylvania*, gentleman, and *Mary*, his wife, of the one part, and *Thomas Henry*, of the *county and state aforesaid, yeoman*, of the other part, [*here recite the title*] witnesseth, That the said *Humphrey Klinker*, and *Mary* his wife, for, and in consideration of the sum of *two thousand dollars*, to them in hand paid by the said *Thomas Henry*,

at and before the ensealing and delivering hereof, the receipt whereof they do hereby acknowledge, and thereof acquit and for ever discharge the said *Thomas Henry*, his heirs, executors and administrators, by these presents, have granted, bargained, sold, alienated, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm, unto the said *Thomas Henry*, and to his heirs and assigns, all that messuage, &c. Together with all and singular other, the houses, out houses, buildings, barns, stables, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever, thereunto belonging, or in any wise appertaining, [*here insert exceptions, &c.*] and the revisions and remainders, rents, issues, and profits thereof: And also all the estate, right, title, interest, property, claim and demand whatsoever, of them, the said *Humphrey Klinker*, and *Mary* his wife, in law or equity, or otherwise howsoever, of, in, to, or out of the same.

To have and to hold the said messuage or tenement, and tract of _____ acres of land, hereditaments and premises, hereby granted or mentioned, or intended so to be, with the appurtenances [*except as before excepted*] unto the said *Thomas Henry*, his heirs and assigns, to the only proper use and behoof of the said *Thomas Henry*, his heirs and assigns for ever. [*Here insert the covenants.*] In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year above written.

Sealed and delivered in presence of



ACKNOWLEDGMENT OF A DEED.

Montgomery County, ss.

The first day of April, in the year of our Lord One Thousand Eight Hundred and Twenty-six, personally appeared before me, the subscriber, one of the

Justices of the Peace, in and for the county aforesaid, [or one of the Judges of the Court of Common Pleas, in and for the county aforesaid, as the case may be,] the above named *Humphrey Klinker*, and *Mary* his wife, and acknowledg'd the above written indenture, to be their, and each of their act and deed, and desired the same as such, might be recorded according to law. She, the said *Mary*, being of lawful age; separate and apart from her said husband, by me examined, and the full contents of the said Indenture unto her made known. Whereupon she did declare, that she did voluntarily, and of her free will and accord, seal, and, as her act and deed, deliver the same without any concern, or compulsion of her said husband whatever.



GEORGE MARLING, J. P.

Witness my hand and seal.

RECEIPT.

Received, on the day of the *above* written indenture, of the *above* named *Thomas Henry*, the sum of *two thousand dollars*, in full of the consideration money for the *above* granted premises.

HUMPHREY KLINGER.

Witness at signing.

REMARKS.—A Deed is a writing sealed and delivered, to testify the agreement of the parties, to the thing contained in the deed.

All writings sealed and delivered, are, in law, deeds; but in common acceptance, a deed is a conveyance of lands; and under this head, therefore, will be given the *conveyances* in ordinary use.

The first requisite of a deed is, that there be persons able to contract, and be

contracted with, for the purposes intended by the deed; and also a thing, or subject matter to be contracted for; all which must be expressed by sufficient names. So as in every grant there must be a grantor and grantee, and a thing granted; in every lease, a lessor, a lessee, and a thing demised.

Secondly, the matter written must be legally and orderly set forth; that is, there must be words sufficient to specify the agreement, and bind the parties; which sufficiency must be left to the Courts of Law to determine.

Thirdly, The next requisite for making a good deed, is the reading of it.—This is necessary, wherever any of the parties desire it; and if it be not done on his request, the deed is void as to him. If he can, he should read it himself; if he be blind or illiterate, another must read it to him. If it be read falsely, it will be void; at least for so much as is misrecited: unless it be agreed by conclusion, that the deed shall be read false, on purpose to make it void—for in such cases it shall bind the fraudulent party.

A fourth requisite to a good deed is, that it be delivered by the party himself, or his certain attorney: which therefore is also expressed in the attestation, “sealed and delivered.” A deed takes effect only from this tradition or delivery; for if the date be false or impossible, the delivery ascertains the time of it.

The last requisite to the validity of a deed, is, the attestation or execution of it in the presence of witnesses; though it is necessary, rather for preserving the evidence, than for constituting the essence of the deed.

THE FORM OF A WILL, WITH THE DEVISE OF A REAL
ESTATE, LEASEHOLD, &c.

THE last Will and Testament of *Andrew Carson, of Norriton township, Montgomery county*: I, *Andrew Carson*, considering the uncertainty of this mortal life, and being of sound mind and memory, (blessed be Almighty God for the same,) do make and publish this my last will and testament, in manner and form following, (that is to say,) First, I give and bequeath unto my beloved wife, *Jane Carson*, the sum of *one thousand dollars*. Item, I give

and bequeath to my eldest son *George Carson*, the sum of *eight hundred dollars*. *Item*, I give and bequeath unto my two younger sons, *James Carson*, and *Francis Carson*, the sum of *six hundred dollars*, each. *Item*, I give and bequeath to my daughter-in-law, *Sarah Hand*, single woman, the sum of *five hundred dollars*, which said several legacies, or sums of money, I will and order to be paid to the said respective legatees, within six months after my decease. I further give and devise to my said eldest son, *George Carson*, his heirs and assigns, all that messuage or tenement, situate, lying, and being in *Norriton township, and county aforesaid*, together with all my other freehold estate whatsoever, to hold, to him the said *George Carson*, his heirs and assigns, for ever. And I hereby give and bequeath, to my said younger sons, *James Carson*, and *Francis Carson*, all my leasehold estate, of and in all those messuages, or tenements, with the appurtenances, situate in *Plymouth town-*

ship, county aforesaid, equally to be divided between them. And lastly, as to all the rest, residue and remainder of my personal estate, goods and chattels, of what kind and nature soever, I give and bequeath the same to my said beloved wife, Jane Carson, whom I hereby appoint sole executrix of this my last will and testament; hereby revoking all former wills by me made. In witness whereof, I have hereunto set my hand and seal, the first day of August, in the year of our Lord, One Thousand Eight Hundred and Twenty-six.

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ANDREW CARSON.

Signed, sealed, published and declared, by the above named *Andrew Carson*, to be his last will and testament, in the presence of us; who, at his request, and in his presence, have subscribed our names as witnesses thereto.

RICHARD SMITE,
WILLIAM THOMAS,
THOMAS WILLIAMS.

•

WILL—WHEREBY THE TESTATOR ORDERS HIS PERSONAL ESTATE TO BE APPRAISED AND DIVIDED, &c. AFTER DEBTS, &c. PAID.

I WILL that all my just debts, as shall be by me owing at my death, together with my funeral expenses, and all charges touching the proving of, or otherwise concerning this my will, shall, in the first place, out of my personal estate and effects be fully paid and satisfied; and from and after payment thereof, and subject thereunto, then my will is, that all the residue of my goods, stocks, chattels, merchandises, and household furniture, shall be indifferently appraised, and after such appraisement made, that the same shall be divided into three equal parts; one equal third part whereof, I give and bequeath unto my loving wife, *Ame*. One other equal third part thereof, I give and bequeath unto and among my children, *Samuel, Charles, and Belsey*, to be equally parted

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and divided among them, share and share alike, and to be paid and delivered unto my said sons, at their several respective ages of twenty-one years, and to my said daughter at her age of twenty-one years, or day of marriage, which ever shall first happen: And my will and meaning is, that in case any of my said children shall depart this life, before such time as the part or portion of him, her or them, so dying, shall become payable, then, and in such case, the part or portion of him, her, or them, so dying, shall go and be equally divided among the survivors or survivor of them, share and share alike, if more than one, and to be paid to such survivors or survivor, at the time aforesaid: And as to the remaining third part thereof, I will, give and bequeath, the same as follows, viz: I give and bequeath the same unto my sons, the said *Samuel* and *Charles*, equally to be divided among them, share and share alike, to be paid as before directed, and I make and ordain *Samuel Sampson*, and *Thomas Davis*,

executors of this my last will and testament, &c. and I hereby nominate and appoint *Daniel Loveringer* overseer of the same, &c.

APPOINTMENT OF GUARDIANSHIP.

AND I hereby commit the guardianship of all my children, until they shall respectively attain the age of twenty-one years, unto my said wife, during her life, if she shall so long continue my widow; and from and after her decease, or second marriage, unto my trusty and much esteemed friend, *Nicholas Umstead*, his executors and assigns, and do hereby declare that the expenses of the maintenance and education of my said children, until they shall attain the age aforesaid, or become entitled to the sum or sums of money hereby provided for their benefits respectively, shall be paid and borne by my said wife, by and out of the monies and estate, given and bequeathed to her in and by this my will.

CLAUSE CONCERNING DISPUTES ABOUT ANY GIFT OR BEQUEST IN A WILL.

AND lastly, my express will and meaning is, and I do hereby order and appoint, that if any difference, dispute, question or controversy shall be moved, arise or happen, concerning any gift, bequest, matter or thing in this my will, given and bequeathed, expressed or contained, that then no suit or suits, in law or equity, or otherwise, shall be brought, commenced, or prosecuted, for and concerning the same, but the same shall be referred wholly to the award, order and determination of my friends, *Francis Henry* and *Richard Davis*, both of *Worcester township, Montgomery county*, and what they shall order, direct or determine therein, shall be binding and conclusive to all and every person and persons therein concerned.

REMARKS.—If any man's estate consists merely of personal property, he may make his will without witnesses, but it is best to have them.

If real estate is to pass by it, there ought to be three witnesses; and these witnesses must subscribe the will, in presence of the testator.

The attestation is *sure* to be good, if the testator signs the will in the presence of three witnesses—tells them it is his will, and requests them to witness it—and *sees* them write their names as witnesses.

In drawing the will it ought to be recollected, that any provision made in it for the wife, will not prevent her having dower also, unless it is declared to be in lieu of dower.

Lands purchased, after making a will, do not pass by it, unless it is republished: nor will *after born children* receive any benefit from it, unless they are provided for by a codicil.

COMMON BOND OF ARBITRATION.

KNOW ALL MEN BY THESE PRESENTS, That I, *Abner Brown*, of the township of *Limerick*, in the county of *Montgomery*, gentleman, am held and firmly bound to *Elisha Fensive*, of the township and county aforesaid, yeoman, in the sum of *five hundred dollars*, of good and lawful money of the United States, to be paid to the said *Elisha Fensive*, or to his certain attorney, executors, administrators, or assigns, for which payment to be well and faithfully made, I bind myself, my heirs, executors and administrators, firmly by these presents. Sealed with my seal—dated the *first* day of *August*, in the year of our Lord One Thousand Eight Hundred and *Twenty-six*.

The condition of this obligation is such, that if the above bounden *Abner Brown*, his heirs, executors, and administrators, on his or their parts and be-

halfs, shall and do in all things well and truly stand to, obey, abide by, perform, fulfil, and keep the award, order, arbitrament, and final determination of *Henry Jones, Charles Ingle, and Peter Englis*, of the *township and county aforesaid*, arbitrators, indifferently elected and named, as well on the part and behalf of the above bounden *Abner Brown*, as of the above-named *Elisha Fensive*, to arbitrate, award, order, judge, and determine of and concerning all and all manner of action and actions, cause and causes of action, suits, bills, bonds, specialties, judgments, executions, extents, quarrels, controversies, trespasses, damages, and demands whatsoever, at any time heretofore had, made, moved, brought, commenced, sued, prosecuted, done, suffered, committed, or depending by and between the said parties, so as the said award be made in writing, under the hands of the said *Henry Jones, Charles Ingle, and Peter Englis*, or any two of them, and ready to be delivered to the said parties in difference, or such

of them as shall desire the same, on or before the *first* day of *October*, One Thousand Eight Hundred and *Twenty-six*, then this obligation to be void, or else to remain in full force.

AWARD—BY THREE ARBITRATORS.

TO all to whom this present writing of award indented shall come, We,
Henry Jones, Charles Ingle, Peter Englis, send greeting: Whereas divers controversies and debates have been, and yet are depending between *Abner Broun*, and *Elisha Fensive*, for the appeasing and determining whereof, the said parties have submitted themselves, and are become bound, each to the other, by their several obligations, bearing date the *first* day of *August*, One Thousand Eight Hundred and *Twenty-six*, in the sum of *five hundred* dollars, with con-

ditions thereunder written for the performance of the award, arbitration, determination and judgment of us, the said *Henry Jones, Charles Ingle, and Peter Englis*, arbitrators indifferently elected and chosen, as well on the part and behalf of the said *Abner Brown*, as on the part and behalf of the said *Elisha Fensive*, to award, arbitrate, determine and judge, of and concerning all and all manner of actions, suits, judgments, executions, accounts, quarrels, controversies, trespasses, damages and demands whatsoever, had, made, moved, commenced or depending between the said *Abner Brown* and *Elisha Fensive*, so as the said award, determination and judgment of us, the said *Henry Jones, Charles Ingle, and Peter Englis*, of and concerning the premises, be made and put in writing, under our hands and seals, on or before the *first day of October*, as by the said obligations and conditions thereof, doth more fully appear. Now know ye, that we the said *Henry Jones, Charles Ingle, and Peter Englis*, arbitrators

as aforesaid, taking upon us the charge and burden of the said award and arbitrament, and having heard and understood the sayings and allegations of both parties, concerning the premises, and being minded to settle unity and friendship between them, concerning the same, do thereupon make and put in writing this our award, arbitration and judgment between the said parties, for and concerning the premises, in manner and form following, that is to say: First, we do award, arbitrate, and determine by these presents, that the said *Abner Brown*, his heirs, executors, or administrators, do and shall pay, or cause to be paid, unto the said *Elisha Fensive*, the sum of *three hundred and fifty dollars and fifty-three cents*, and that upon payment thereof, each of them, the said *Elisha Fensive*, and *Abner Brown*, shall seal and subscribe, and as his several act and deed, delivered unto the other of them a general release in writing, of all matters, actions, suits, cause and causes of action, bonds, bills, covenants,

controversies and demands whatsoever, either of them hath, may, might, or in
any wise ought to have, against the other of them, by reason of the matters
aforesaid, or by reason or means of any matter, cause, or thing whatsoever, from
the beginning of the world, unto the day of the date of the said obligation: And
for the better attestation and confirmation of this award, we the said arbitra-
tors, have hereunto set our hands and seals, the *first* day of *October*, in the year
of our Lord, One Thousand Eight Hundred and *Twenty-six.*

HENRY JONES,
CHARLES INGLE,
PETER ENGLIS.

REMARKS.—The Act by which parties refer a matter in dispute to the de-
cision of a third person, is called a Submission—the person, an Arbitrator—
and his decision, an Award.

The Submission may be verbal or in writing. And as it is a mere authority, it may in either case be revoked; but then notice must be given of the revocation before an Award. If the Submission is by bond, it will become forfeited by a revocation.

It is common to have several arbitrators. When this is the case, they must all join in the Award, unless it is otherwise provided for in the Submission.—And where there is such a provision, all must be present, unless those who are absent had proper notice.

An Award, to be good, must be according to the Submission. If it embraces any matter not comprehended in the Submission, it is so far void.

The Award ought to comprehend every thing submitted, and not be of parcel only. It must also be certain, or capable of being reduced to a certainty—advantageous—mutual—and final.

PETITION FOR LAYING OUT A ROAD.

To the honourable the judges of the court of Common Pleas, of the county of *Northumberland*, now composing a court of Quarter Sessions of the Peace, in and for the said county.

The Petition of divers inhabitants of the township of Lower Mahony, in the said county, Humbly Sheweth—

That your petitioners labour under great inconveniences, for want of a road or highway, to lead from _____ to _____. Your petitioners therefore humbly pray the court to appoint proper persons to view and lay out the same according to law.

And they will pray, &c.

¶ There must be no intermediate points made in the road prayed for.

RETURN.

To the honourable the Judges within named.

WE, the persons appointed by the within order of court, to view and lay out the road therein mentioned, do report, that in pursuance of the said order, we have viewed and laid out, and do return for *public* [or *private*] use, the following road, to wit: beginning, &c. [Here describe the courses and distances in letters, not figures, with references to the improvements through which it passes,] a plot or draft whereof, is hereunto annexed. Witness our hands the *first* day of *August*, One Thousand Eight Hundred and *Twenty-six*.

¶ At least five of the viewers, must view the ground, and any four of the actual viewers may lay out the road.

ANOTHER.

WE, the subscribers, do report, that in pursuance of the within order of court, we have viewed the place where the road, within mentioned, is requested, and are of opinion that there is no occasion to lay out the same. Witness our hands, &c.

PETITION FOR REVIEW OF A ROAD.

To the honourable the judges of the court of Common Pleas of the county of *Northumberland*, now composing a court of Quarter Sessions of the Peace, in and for the said county.

The Petition of divers inhabitants of the township of Lower Mahony, in the said county, Humbly Sheweth—

That a road hath been lately laid out, by order of the court, from —, &c. which road, if confirmed by the court, will be very injurious to your petitioners, and burthensome to the inhabitants of the township through which the same runs. Your petitioners therefore pray your honours to appoint proper persons to review the said road, and parts adjacent, and make report to the court according to law. And they will pray, &c.

REPORT.

To the honourable, the Judges within named.

WE, the persons appointed to review the road within mentioned, and parts adjacent, do report, That in pursuance of the said order, we did review the same, and have laid out for *publice* use, the following road, to wit: beginning, &c. [or, after 'same,' say, 'and in our opinion there is no occasion for such a road.'] Witness our hands, &c.

PETITION FOR VACATING A ROAD.

To the honourable, &c. The Petition of, &c. Humbly Sheweth—

THAT a road has been long since laid out from, &c.—, which road [*or part of which road, beginning, &c.]* your petitioners humbly conceive is now become useless, inconvenient and burthensome to the inhabitants thereabouts.—Your petitioners therefore humbly pray your honours, that the said road may be vacated, agreeably to the act of general assembly, in such case made and provided. And they will ever pray, &c.

REPORT

To the Honourable, &c.

WE, the subscribers, appointed by the within order of court, to view the road therein mentioned, do report, That in pursuance of the said order, we have viewed the said road, and that the same is, in our opinion, useless, inconvenient, and burthensome, [or, that, in our opinion, there is no cause for vacating the same.] Witness our hands, this first day of August, One Thousand Eight Hundred and Twenty-six.

PETITION FOR VALUING LANDS.

To the honourable, &c. The Petition of, &c. Humbly Sheweth—

THAT a public road or highway was lately laid out, and opened, by order of this court, from ———; which road is laid out and opened through the land of your petitioners. Your petitioners, therefore, humbly pray your honours to appoint proper persons, to view and adjudge the value of so much of their lands, respectively, as is, or may be taken up, for the use of the said road. And they will pray, &c.

98

REPORT.

To the Honourable, &c.

WE, the subscribers, appointed by the within order of court, to view and adjudge the value of so much of the lands of A. B. as are taken up by the road

therein mentioned, do report, That in pursuance of the said order, we have viewed the lands taken up by the road therein mentioned, and do value and adjudge the loss thereby occasioned, to the within named A. B. at the sum of —— dollars; and the loss thereby occasioned to C. D. at the sum of —— dollars, respectively. Witness our hands the *first* day of *August*, One Thousand Eight Hundred and *Twenty-six*.

ANOTHER.

WE, the subscribers, within appointed to view and assess the damages sustained by the petitioner, A. B. by reason of the premises in the within order mentioned, do report that, having been previously sworn and affirmed, according to law, we did view the lot through which the within mentioned road passes, and that upon due consideration, as well of the advantages as disadvan-

tages arising to the petitioner, we are of opinion, that he has received damage to the amount of —— dollars. and we do accordingly assess the same.—Witness our hands, &c.

A GENERAL RELEASE FROM ONE TO ONE.

KNOW ALL MEN BY THESE PRESENTS, That I, *Aaron Bennet, of Abington township, Montgomery county*, have remised, released, and for ever discharged, and by these presents do, for me, my heirs, executors, and administrators, remise, release, and for ever discharge, *Benjamin Childs, of Cheltenham township, county aforesaid*, his heirs, executors, and administrators, of and for all, and all manner of actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, extents, executions, claims and

I demands whatsoever, in law and equity, which against the said *Benjamin Childs*, I ever had, now have, or which I, my heirs, executors or administrators, hereafter can, shall, or may have, for, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world, to the day of the date of these presents. In witness whereof, I have hereunto set my hand and seal, the first day of *August*, One Thousand Eight Hundred and *Twenty-six*.
Sealed and delivered in presence of

AARON BENNET.

I 2

RELEASE OF A LEGACY.

KNOW ALL MEN BY THESE PRESENTS, That whereas *Aaron Bennet*, of *Abington township, Montgomery county*, by his last will and testament in writing, bearing date the first day of *December*, One Thousand Eight Hundred and *Twenty-six*, did among other legacies therin contained, give and bequeath

unto me, *Charles Davis, of the township of Moreland, and county aforesaid*, the sum or legacy of *two thousand dollars*, and of his said will, made and constituted *Elisha Ferguson*, sole executor, as in and by the said will may appear. Now know ye, that I, the said *Charles Davis*, do hereby confess and acknowledge, that I have had and received of and from the said *Elisha Ferguson*, the legacy or sum of *two thousand dollars*, so as aforesaid given and bequeathed unto me, by the said *Aaron Bennet*. And therefore I do by these presents acquit, release and discharge the said *Elisha Ferguson*, of and from all legacies, dues, duties and demands, whatsoever, which I, my executors or administrators, may have, claim, challenge or demand, of or against the said *Elisha Ferguson*, his executors or administrators, by virtue of the said last will and testament of, or out of the estate of the said *Aaron Bennet*, deceased, as aforesaid. In witness whereof, I have hereunto set my hand and seal, the *first day of August*,

in the year of our Lord One Thousand Eight Hundred and Twenty-six.
CHARLES DAVIS.

Sealed and delivered in presence of

RELEASE TO A GUARDIAN.

KNOW ALL MEN BY THESE PRESENTS, That I, *Leonard Marlow*, son and heir of *Samuel Marlow*, deceased, hath remised, released, and for ever quit-claimed, and by these presents doth remise, release, and for ever quit claim, unto *Isaac Haller*, of *Cheltenham township, Montgomery county*, his guardian, all and all manner of actions, suits, reckonings, accounts, debts, dues, and demands whatsoever, which he, the said *Leonard Marlow*, ever had, now hath, or which he, his executors or administrators, at any time hereafter, can or may have, claim or demand, against the said *Isaac Haller*, his executors or administrators, for touching or concerning the management and disposition of

any of the lands, tenements or hereditaments of the said *Leonard Marlow*, situated in *Abinglon townehip*, and *comly aforesaid*, or any part thereof, or for or by reason of any money, rents, or other profits by him received, out of the same, or any payments made thereof, during the minority of the said *Leonard Marlow*, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world, to the day of the date hereof.—In witness whereof, I have hereunto set my hand and seal, the *first* day of *August* in the year of our Lord One Thousand Eight Hundred and *Twenty-six.*

Sealed and delivered in presence of
LEONARD MARLOW.

REMARKS.—A Release must be by an instrument sealed; and the most beneficial release which a man can have, is one of all demands. Where a person has a cause of action against several, either for a debt due, or a wrong done, and for which they are jointly and separately liable, it seems that a release to one, is a release to all.

FOR WRITINGS LEFT IN A PERSON'S HANDS.

Received, the *first* day of *August*, One Thousand Eight Hundred and *Twenty-six*, of *Adam Henry, of the borough of Norristown, two deeds or conveyances; one of them purporting to be a lease of a farm, and made between Adam Henry, and Henry Adam. For which several deeds or writings, I hereby engage to be accountable, and to re-deliver the same to the said Adam Henry, on demand.—Witness my hand, the day and year aforesaid.*

JOSEPH IRVIN.

FOR MONEY RECEIVED ON A PURCHASE.

KNOW ALL MEN BY THESE PRESENTS, That I, *David Sanders, of Cheltenham township, Montgomery county,* do hereby acknowledge myself, upon the day

of the date hereof, to have received of *Jacob Friendly, of the township and county aforesaid,* the sum of *five hundred dollars*, of lawful money of the state of Pennsylvania, being the last payment, and in full of *one thousand dollars*, by him paid, as the consideration of the purchase of a certain plantation and tract of land, situate in *Abington township, and county aforesaid*, by me, the said *David Sanders*, sold and conveyed to the said *Jacob Friendly*. And of the said whole sum of *one thousand dollars*, and of every part and parcel thereof, I, the said *David Sanders*, do by these presents, for me, my heirs, executors and administrators, acquit and discharge the said *Jacob Friendly*, his heirs, executors and administrators, for ever. Witness my hand this *first day of August*, in the year of our Lord, One Thousand Eight Hundred and *Twenty-six*.

DAVID SANDERS.

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